

GENERAL GRANT CONDITIONS AND ASSURANCES

The applicant, for federal funds administered by DSS, gives assurances and certifies with respect to the grant that it will comply with the following requirements:

1. The applicant will comply with all applicable provisions of the funding source and the Department of Social Services (DSS) Program Guidelines and Application Procedure Manual for Grants and the applicable Active Program Guide for Applicants.
2. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Department of Social Services shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.
3. **CHANGES TO THE AGREEMENT:** Changes can be made to the grant agreement. The parties may agree in writing to modify the scope of services. An increase or decrease in the price of the agreement resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the grant agreement.
4. **DEFAULT AND/OR CANCELLATION OF GRANT:** In the case of failure to deliver services in accordance with the terms and conditions, DSS, after due oral and written notice, may obtain them from other sources. The purchasing agency reserves the right to cancel and terminate any resulting grant, in part or in whole, without penalty, upon thirty (30) days written notice to the grantee. In the event the initial grant period is for more than 12 months, the resulting grant shall be terminated by either party, without penalty, after the initial 12 months of the grant period upon thirty (30) days written notice to the other party. Any grant cancellation notice shall not relieve the grantee of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
5. **INSPECTION AND AUDIT:** The applicant agrees to retain all books, records, and other documents relative to this grant for five (5) years after final payment, or until audited by the Commonwealth of Virginia. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The applicant further agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments" or the Single Audit Act and OMB Circular A-133.

A Grantee who expends \$300,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to DSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

6. **ANTI-DISCRIMINATION:** The applicant certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this grant, the applicant agrees as follows:
 - a. The applicant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the applicant. The applicant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The applicant, in all solicitations or advertisements for employees placed by or on behalf of the applicant, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
2. The applicant will include the provision of 1 above in every subcontract or purchase order over

\$10,000, so that the provisions will be binding upon each subcontractor or vendor.

The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to DSS.

7. ETHICS IN PUBLIC GRANTS ADMINISTRATION: By submitting their proposals, applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other applicant in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
8. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the applicants certify that they do not and will not during the performance of this grant employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
9. QUALIFICATIONS OF APPLICANTS: DSS may make such reasonable investigations as deemed proper and necessary to determine the ability of the applicant to perform the work and the applicant shall furnish DSS all such information and data for this purpose as may be requested. DSS reserves the right to inspect applicant's capabilities. DSS further reserves the right to reject any application if the evidence submitted by, or investigations of, such applicant fails to satisfy DSS that such applicant is properly qualified to carry out the obligations of the sub grant and to complete the work contemplated therein.
10. NONDISCRIMINATION OF APPLICANTS: An applicant shall not be discriminated against in the solicitation or award of this grant because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this grant is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided to this grant objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
11. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DSS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
12. RENEWAL OF GRANT: This grant may be renewed by DSS upon written agreement of both parties not to exceed 2 successive one-year periods, under the terms of the current grant, and at a reasonable time (approximately 60 days) prior to the expiration.
13. APPLICANT PERFORMANCE: The purchasing agency may monitor and evaluate the applicant's performance under the grant through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the applicant's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this grant shall be a primary consideration for extension of this grant and may be a consideration in future grant awards and negotiations.
14. CONFIDENTIALITY: Any information obtained by the applicant concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.
15. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for DSS pursuant to the RFA shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the applicant in the performance of its obligations under this grant shall be the exclusive property of DSS

and all such materials shall be remitted to DSS upon completion, termination or cancellation of this grant. The applicant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the applicant's obligations under this grant without the prior written consent of the purchasing agency.

- Any materials produced under this grant must bear a statement that the project was supported by the purchasing agency and identify the title of the funding source. The grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the grantee or by any Applicant describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

This project was supported by Department of Social Services (DSS) Grant #SVC-05-067, with funds made available to Virginia from the Office of Children and Youth, U.S. Department of Health and Human Services.

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of DSS or the U.S. Department of Justice/U.S. Department of Health and Human Services.

The applicant also agrees that one copy of any such publication will be submitted to DSS to be placed on file and distributed as appropriate to other potential applicants or interested parties. DSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

16. FISCAL ADMINISTRATION: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

- A statement of grant award/acceptance will be signed between the Virginia Department of Social Services and the local administrator of the applying agency upon granting of an award. Upon approval of the grant award, the grantee will be reimbursed for expenses on a monthly basis according to the terms of the grant award. Therefore, the applicant agency must be prepared to pay expenses as they are incurred and then submit expenditure statements/request for funds on a monthly basis to the Department of Social Services for reimbursement. The sub-grantee should allow 30 days from the time expenditure statements/request for funds are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected. *(Optional Statement: The final expenditure statement/request for funds must be submitted in advance in order to meet the Commonwealth's year-end closing requirements.)*
- Payments will be made via direct deposit (electronic data interchange - EDI). Upon award, grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors. These can be found at www.doa.state.va.us
- The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

17. COMPENSATION: to the grantee for delivered services shall be as follows:

- The grantee shall be paid on a cost reimbursable basis.
- Actual expenditures shall be invoiced pursuant to approved line item budget categories.
- No amendments to the approved budget may be made without the prior written approval of the Department of Social Services. *No more than 3 budget amendments will be permitted during the grant period.* Budget amendments must be requested using the Budget Amendment Request form accompanied by a narrative. *No budget amendments will be allowed after March 31 for grants operating on the State fiscal year.*
- All revenue from the sale of products derived through activities performed pursuant to this grant shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
- The invoice period shall be monthly. The grantee shall invoice the purchasing agency each month on forms supplied by the purchasing agency and shall submit an expenditure statement/request for funds and financial

report showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the grantee fails to submit monthly expenditure statements/request for funds and a financial report for such services within thirty (30) calendar days after the close of the grant year in which services were delivered. Expenditure statements/request for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the expenditure statement/request for funds. *Please note that the hat the June expenditures must be estimated and the expenditure statement/request for funds for the final quarter submitted in advance.*

- Payments will be made via direct deposit (electronic data interchange - EDI). Grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors.
- If the grantee fails to correctly provide any services and/or reports as specified in the terms and conditions of the grant, and in the time period specified, the purchasing agency may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. All services provided by the grantee pursuant to this grant shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The grantee shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.
- The grantee shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Department of Social Services.

CERTIFICATION

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the General Grant Conditions and Assurances and all other federal and state laws and rules and regulations that apply to this award.

Authorized Official

Date
